

CITY OF FAIRFIELD

RESOLUTION NO. 2012 - 192

**RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND
SPECIFICATIONS, RELIEVING VINTAGE PAVING CO., INC. OF ITS BID, AND
AWARDING A CONTRACT TO ARGONAUT CONSTRUCTORS, FOR THE
FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION PROJECT;
FEDERAL AID PROJECT NO. STPL-5132(039)**

WHEREAS, the bid opening for the Fairfield Various Streets Pavement Rehabilitation Project; Federal Aid No. STPL-5132(039) took place on June 21, 2012; and

WHEREAS, Vintage Paving Co., Inc., submitted the apparent low bid but requested withdrawal of bid without the loss of bid security and demonstrated its eligibility for such relief pursuant to Public Contract Code section 5103; and

WHEREAS, Argonaut Constructors submitted the next lowest responsive bid and is the lowest responsive and responsible bidder; and

WHEREAS, the City Council is the awarding authority for the City of Fairfield and has the authority to determine minor irregularities and relieve a bidder of its bid with or without the loss of bid security under the California Public Contract Code Section 5101.b.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Fairfield Various Streets Pavement Rehabilitation Project; Federal Aid No. STPL-5132(039) are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Argonaut Constructors, for the Fairfield Various Streets Pavement Rehabilitation Project; Federal Aid No. STPL-5132(039) in the amount of \$2,674,209.60.

Section 3. Vintage Paving Co., Inc., is relieved of its obligations to perform work related to the project for the bid amount without forfeiture of bid security.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 21st day of August 2012, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Nancy T. Ruzic
MAYOR

ATTEST:

Annette Bellinder
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 21st day of August 2012, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Argonaut Constructors, party of the second part, hereinafter called the CONTRACTOR.

It is understood City Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION

FEDERAL AID PROJECT NO: STPL-5132(039)

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Nichols Consulting Engineers
numbered G1-2, C1-23, and D1-3
and dated May 31, 2012.
- b. Advertisement for Bids.
- c. The Accepted Bid, dated June 15, 2012.
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions (including Technical Specifications).
 - 3) General Provisions.
 - 4) City of Fairfield Standard Details and Specifications, 1998 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.

f. Performance Bond, dated August 31, 2012.

g. Labor and Material Bond, dated August 31, 2012.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two (2) bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in good, workmanlike and substantial manner and to the satisfaction of the City of Fairfield, the work described in the special provisions and the project plans described above, including any addenda thereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May 2006, and the latest Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

The State and Federal general prevailing wage rates are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **SIXTY-FIVE (65)** calendar days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer.

shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to Five Hundred Dollars (\$500) for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.

- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.
- c. And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City of Fairfield, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION
FEDERAL AID PROJECT NO:STPL-5132(039)

Item	Spec. Section	Item Description	Unit	Quantity	Unit Price	Item Total
1	10-1.04	Mobilization	LS	1	\$75,000.00	\$75,000.00
2	10-1.05	Storm Water Pollution Prevention	LS	1	\$3,000.00	\$3,000.00
3	10-1.07	Traffic Control	LS	1	\$70,000.00	\$70,000.00
4	10-1.10A	Clearing and Grubbing	LS	1	\$43,000.00	\$43,000.00
5	10-1.11	Full Depth Base Repair (8" Depth)	SF	8,834	\$9.00	\$79,506.00
6	10-1.12	Cold Planing Asphalt Concrete (2.5" Depth)	SY	80,652	\$2.25	\$181,467.00
7	10-1.13	Crack Sealing	LS	1	\$50,000.00	\$50,000.00
8	10-1.14	Geocomposite Drain System	LF	25,341	\$15.00	\$380,115.00
9	10-1.15	Construct Modified Caltrans ADA Ramps	EA	35	\$3,700.00	\$129,500.00
10	10-1.15	Retrofit Existing Ramps	EA	3	\$1,500.00	\$4,500.00
11	10-1.17	Adjust Water Boxes	EA	96	\$325.00	\$31,200.00
12	10-1.17	Adjust Street Boxes	EA	34	\$325.00	\$11,050.00
13	10-1.17	Adjust Standard Manhole Rim and Cover	EA	40	\$500.00	\$20,000.00
14	10-1.17	Adjust Comm. Manhole Rim and Cover	EA	3	\$500.00	\$1,500.00
15	10-1.17	Adjust 48"-54" Manhole Rim and Cover	EA	15	\$520.00	\$7,800.00
16	10-1.18	Replace Traffic Signal Loop Detectors	EA	177	\$350.00	\$61,950.00
17	10-1.18	Traffic Signal Video Detectors	EA	12	\$12,500.00	\$150,000.00
18	10-1.19	Thermoplastic Traffic Striping	LF	50,702	\$.80	\$40,561.60
19	10-1.19	Thermoplastic Pavement Markings	SF	2,584	\$3.50	\$9,044.00
20	10-1.19	Median Nose Curb Painting	LF	393	\$2.00	\$786.00
21	10-1.19	Blue Fire Hydrant Pavement Markers	EA	25	\$10.00	\$250.00
22	10-1.19	Type D 2-Way Yellow Retroreflective Marker	EA	42	\$5.00	\$210.00
23	10-1.20	2.5-inch Rubberized Hot Mix Asphalt Overlay	TN	12,310	\$107.00	\$1,317,170.00
24	10-1.21	Signs and Signposts	EA	33	\$200.00	\$6,600.00

Total \$2,674,209.60

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

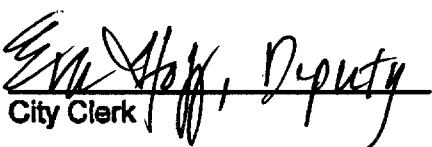
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

VI. STATE OF CALIFORNIA PARTICIPATION

The improvements contemplated in the performance of this contact is a Federal-Aid improvement over which the State of California shall exercise general supervision. The State of California therefore shall have the right to assume full and direct control over this contract whenever the State of California, at its discretion, shall determine that its responsibility to the United States so requires. In such cases the State Contract Act will govern.

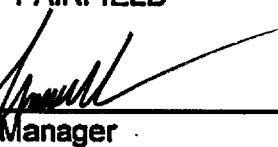
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:



Eva Hoff, Deputy
City Clerk

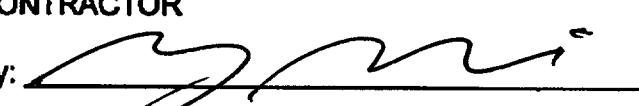
CITY OF FAIRFIELD

By: 

Arnold
City Manager

Seal

ARGONAUT CONSTRUCTORS
CONTRACTOR

By: 

Michael A. Smith Vice President

Title
Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A B C32 HAZ

b. Number: 171432

c. Expiration Date: 12/31/13

FEI Number: 94-1372854

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	Argonaut Constructors
ADDRESS	P.O. Box 639
CITY, STATE, ZIP	Santa Rosa, CA 95402

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-1372854
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Argonaut Constructors

1236 Central Avenue, Santa Rosa, CA 95402

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION

FEDERAL AID PROJECT NO: STPL-5132(039)

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

Travelers Casualty and Surety Company of America

100 California Street, Suite 300, San Francisco, CA 94111

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of Two Million Six Hundred

Seventy-Four Thousand Two Hundred Nine and 60/100 -----

Dollars (\$ 2,674,209.60), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and

others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

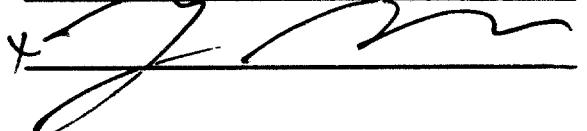
FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 31, 2012

"Contractor"

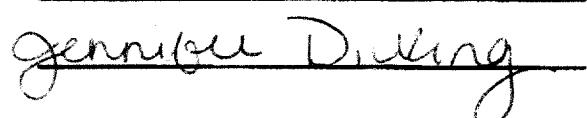
Argonaut Constructors



By: Michael A. Smith Vice President
Title

"Surety"

Travelers Casualty and Surety Company of America



By: Jennifer Dirking, Attorney-in-Fact
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

ACKNOWLEDGMENT

State of California
County of Sonoma

On Sept 5, 2012 before me, Sharon Lemos, Notary Public
(insert name and title of the officer)

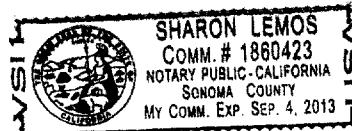
personally appeared Michael A. Smith,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon Lemos

(Seal)



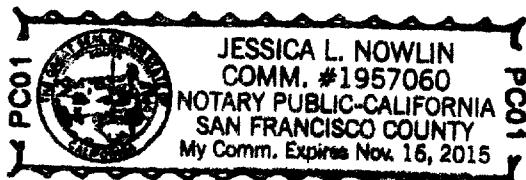
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On August 31, 2012 before me, Jessica L. Nowlin, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jennifer Dirking

Name(s) of Signer(s)



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225444

Certificate No. 004994903

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Alvarado, Scott Gaddy, Jeff Parkhurst, Jessica Nowlin, S. Nicole Evans, Jennifer Dirking, and Teri L. Koehler

of the City of San Francisco, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 9th day of August, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

Executed in Triplicate

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Argonaut Constructors
1236 Central Avenue, Santa Rosa, CA 95402

(Name and address of Contractor)
("Contractor"), a contract (the "Contract") for the work described as follows:

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION

FEDERAL AID PROJECT NO: STPL-5132(039)

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America
100 California Street, Suite 300, San Francisco, CA 94111,

(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Two Million Six Hundred Seventy-Four Thousand Two Hundred Nine and 60/100 Dollars (\$ 2,674,209.60), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any

suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 31, 2012

"Contractor"

Argonaut Constructors



By: Michael A. Smith Vice President
Title

"Surety"

Travelers Casualty and Surety Company of America



By: Jennifer Dirking, Attorney-in-Fact
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: *This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

ACKNOWLEDGMENT

State of California
County of Sonoma)

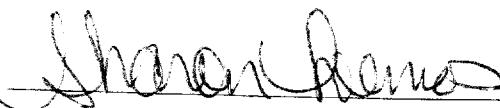
On Sept 5, 2012 before me, Sharon Lemos, Notary Public
(insert name and title of the officer)

personally appeared Michael A Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

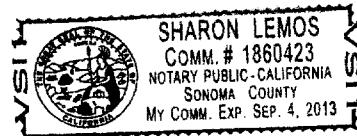
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct

WITNESS my hand and official seal.

Signature



(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On August 31, 2012 before me, Jessica L. Nowlin, Notary Public

Here Insert Name and Title of the Officer

personally appeared Jennifer Dirking

Name(s) of Signer(s)



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225444

Certificate No. 004994907

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Alvarado, Scott Gaddy, Jeff Parkhurst, Jessica Nowlin, S. Nicole Evans, Jennifer Dirking, and Teri L. Koehler

of the City of San Francisco, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of August, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 9th day of August, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

252-192

CITY OF FAIRFIELD
STATE OF CALIFORNIA
PROPOSAL
FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION
FEDERAL AID PROJECT NO: STPL-5132(039)

Name of Bidder: Argonaut Constructors

To the City Clerk of the City of Fairfield:

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the State general prevailing wage rates or the Federal minimum wage rates set forth herein), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Department of Transportation Standard Plans, dated May, 2006, the Standard Specifications, dated May, 2006, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished. Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be total amount of bid.

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **SIXTY-FIVE (65)** calendar days from the date of said written notice to proceed.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City of Fairfield Department of Public Works, and that discretion will be exercised in the manner deemed by the City of Fairfield Department of Public Works to best protect the public interest in the prompt and economical completion of the work. The decision of the City of Fairfield Department of Public Works respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Public Works, within 15 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Fairfield.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the City of Fairfield, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

A

*ADD
1*

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION
FEDERAL AID PROJECT NO:STPL-5132(039)

Item	Spec. Section	Item Description	Unit	Quantity	Unit Price	Item Total
1	10-1.04	Mobilization	LS	1	<u>75,000.00</u>	<u>75,000.00</u>
2	10-1.05	Storm Water Pollution Prevention	LS	1	<u>3000.00</u>	<u>3000.00</u>
3	10-1.07	Traffic Control	LS	1	<u>70,000.00</u>	<u>70,000.00</u>
4	10-1.10A	Clearing and Grubbing	LS	1	<u>43,000.00</u>	<u>43,000.00</u>
5	10-1.11	Full Depth Base Repair (8" Depth)	SF	8,834	<u>9.00</u>	<u>79,506.00</u>
6	10-1.12	Cold Planing Asphalt Concrete (2.5" Depth)	SY	80,652	<u>2.25</u>	<u>181,467.00</u>
7	10-1.13	Crack Sealing	LS	1	<u>50,000.00</u>	<u>50,000.00</u>
8	10-1.14	Geocomposite Drain System	LF	25,341	<u>15.00</u>	<u>380,115.00</u>
9	10-1.15	Construct Modified Caltrans ADA Ramps	EA	35	<u>3700.00</u>	<u>129,500.00</u>
10	10-1.15	Retrofit Existing Ramps	EA	3	<u>1500.00</u>	<u>4,500.00</u>
11	10-1.17	Adjust Water Boxes	EA	96	<u>325.00</u>	<u>31,200.00</u>
12	10-1.17	Adjust Street Boxes	EA	34	<u>325.00</u>	<u>11,050.00</u>
13	10-1.17	Adjust Standard Manhole Rim and Cover	EA	40	<u>500.00</u>	<u>20,000.00</u>
14	10-1.17	Adjust Comm. Manhole Rim and Cover	EA	3	<u>500.00</u>	<u>15,000.00</u>
15	10-1.17	Adjust 48"-54" Manhole Rim and Cover	EA	15	<u>520.00</u>	<u>7,800.00</u>
16	10-1.18	Replace Traffic Signal Loop Detectors	EA	177	<u>350.00</u>	<u>61,950.00</u>
17	10-1.18	Traffic Signal Video Detectors	EA	12	<u>12,500.00</u>	<u>150,000.00</u>
18	10-1.19	Thermoplastic Traffic Striping	LF	50,702	<u>.80</u>	<u>40,561.60</u>
19	10-1.19	Thermoplastic Pavement Markings	SF	2,584	<u>3.50</u>	<u>9,044.00</u>
20	10-1.19	Median Nose Curb Painting	LF	393	<u>2.00</u>	<u>786.00</u>
21	10-1.19	Blue Fire Hydrant Pavement Markers	EA	25	<u>10.00</u>	<u>250.00</u>
22	10-1.19	Type D 2-Way Yellow Retroreflective Marker	EA	42	<u>5.00</u>	<u>210.00</u>
23	10-1.20	2.5-inch Rubberized Hot Mix Asphalt Overlay	TN	12,310	<u>107.00</u>	<u>1,317,170.</u>
24	10-1.21	Signs and Signposts	EA	33	<u>200.00</u>	<u>6,600.00</u>

Total \$ 2,674,209.60

Please complete this form legibly and in its entirety. Incomplete forms shall be grounds for disqualifying the bid.

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION

FEDERAL AID PROJECT NO: STPL-5132(039)

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the City Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
¹⁾ <i>RJR Maher</i> <i>Vallejo, CA</i>	<i>508930</i>	<i>concrete</i>	<i>50%</i>
²⁾ <i>Rubberized Crack</i> <i>filler Sealant</i>	<i>484758</i>	<i>crack seal</i>	<i>100%</i>
³⁾ <i>Columbia Electric</i> <i>San Leandro, CA</i>	<i>715902</i>	<i>electrical</i>	<i>100%</i>
⁴⁾ <i>Amrak</i> <i>Sacramento, CA</i>	<i>256390</i>	<i>grinding</i>	<i>80%</i>

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
5) <i>Bayside Petaluma, CA</i>		<i>stripping</i>	<i>100 %.</i>
6) <i>Prudhoe Northwest Oil 705296 10tac oil Stockton, CA</i>			<i>2 %.</i>
7)			
8)			
9)			
10)			

Note: Attach additional sheets if required

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
5)			
6)			
7)			
8)			
9)			
10)			

Note: Attach additional sheets if required

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
5)			
6)			
7)			
8)			
9)			
10)			

Note: Attach additional sheets if required

i.Cert., Fed/FAS 07-06-92;

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder Argonaut Constructors, proposed subcontractor _____, hereby certifies that he has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares

under penalty of perjury under the laws of the State of California that the bidder has _____, has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes

No

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Lobbying Cert 06-04-90

Nonlobbying Certification for Federal Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

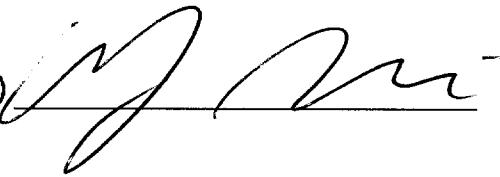
In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, Michael A. Smith, being first duly sworn, deposes and says that he or she is Vice President of Argonaut Constructors the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date) 06/21/12

(Signature) 

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

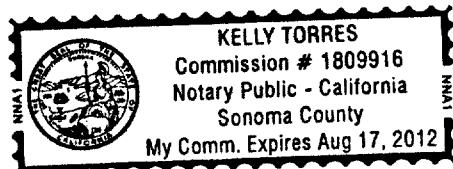
On **June 15, 2012** before me, Kelly Torres, Notary Public, personally appeared **Michael A. Smith**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kelly Torres



OPTIONAL INFORMATION

Title or Type of Document: Non Collusion Affidavit
Fairfield Various Streets Pavement
Rehab – Federal Aid # STPL-5132(039)

Capacity Claimed by Signer: Vice-President of Argonaut Constructors

Bidders Bond

Accompanying this proposal is a (select one) check or cashier's check (payable to "City of Fairfield") in an amount equal to at least ten percent of the total of the bid.

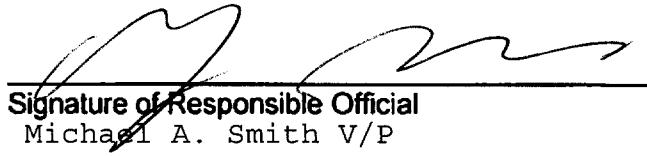
IMPORTANT NOTICE

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Argonaut Constructors
Name of Firm

P.O. Box 639 Santa Rosa, CA 95402
Business Address

707-542-4862
Phone Number


Signature of Responsible Official
Michael A. Smith V/P

Contractor's License:
a. Class: A B C32 HAZ
b. Number: 171432
c. Expiration Date: 12/31/12

FEI Number: 94-1372854

If bidder or other interested person is a corporation, state legal name of corporation secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Argonaut Constructors

Michael D. Smith President

Michael A. Smith Sec/Tres

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

FAIRFIELD VARIOUS STREETS PAVEMENT REHABILITATION

FEDERAL AID PROJECT NO: **STPL-5132(039)**

WHEREAS Argonaut Constructors
1236 Central Avenue, Santa Rosa, CA 95402
(Name and address of Bidder)
("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America
11090 White Rock Road, Rancho Cordova, CA 95670
(Name and address of Surety)
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of Bid Amount -----

Dollars (\$ 10% of Bid Amount -----), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

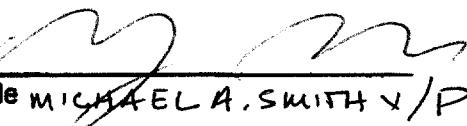
In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845. IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 13, 2012

"Contractor"

Argonaut Constructors

By:


Title MICHAEL A. SMITH V/P

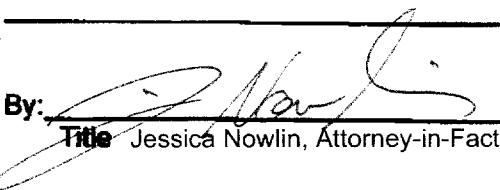
By:

Title

"Surety"

Travelers Casualty and Surety Company of America

By:


Title Jessica Nowlin, Attorney-in-Fact

By:

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

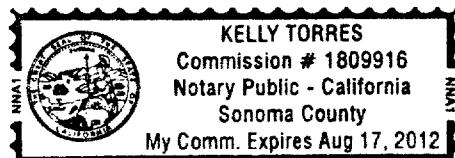
On **June 18, 2012** before me, Kelly Torres, Notary Public, personally appeared **Michael A. Smith**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Kelly Torres



OPTIONAL INFORMATION

Title or Type of Document: Bid Bond
Fairfield Various Streets Pavement Rehab
Federal Aid # STPL-5132(039)

Capacity Claimed by Signer: Vice-President of Argonaut Constructors

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

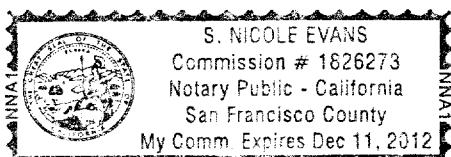
On June 13, 2012

before me, S. Nicole Evans, Notary Public

personally appeared-----Jessica Nowlin-----

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Place Notary Seal Above

WITNESS my hand and official seal.

Signature

Signature of Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224947

Certificate No. 004807178

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"). and that the Companies do hereby make, constitute and appoint

David Alvarado, Scott Gaddy, Jeff Parkhurst, Jessica Nowlin, S. Nicole Evans, and Teri L. Koehler

of the City of San Francisco, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 10th day of April 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

George W. Thompson, Senior Vice President

On this the 10th day of April 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault, Notary Public

ATTACHMENT G DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
<input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<input type="checkbox"/> a. initial b. material change
For Material Change Only: year _____ quarter _____ date of last report _____		
4. Name and Address of Reporting Entity		
<input type="checkbox"/> Prime	<input type="checkbox"/> Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
Congressional District, if known		
6. Federal Department/Agency:		
Congressional District, if known		
7. Federal Program Name/Description:		
CFDA Number, if applicable _____		
8. Federal Action Number, if known:		
9. Award Amount, if known:		
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)		
b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply)		
\$ _____	<input type="checkbox"/> actual	planned
12. Form of Payment (check all that apply):		
<input type="checkbox"/> a. cash	13. Type of Payment (check all that apply)	
<input type="checkbox"/> b. in-kind; specify: nature _____ value _____	<input type="checkbox"/> a. retainer	
	<input type="checkbox"/> b. one-time fee	
	<input type="checkbox"/> c. commission	
	<input type="checkbox"/> d. contingent fee	
	<input type="checkbox"/> e. deferred	
	<input type="checkbox"/> f. other, specify _____	
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:		
(attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
Signature: 		
Print Name: Michael A. Smith		
Title: Vice President		
Telephone No.: 7075424862 Date: 6/21/12		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 09-12-97

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency List Only (Certified DBE#)
Name <i>Aprak</i> Address <i>5820 Mayhew Rd.</i> City/State ZIP <i>Longmont, CO 80501</i>	<i>Phone (970) 383-5830</i> <i>Fax (970) 383-8090</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Grinding</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i>
Name <i>Mobile Northwest Oil</i> Address <i>3310 E Miner Ave</i> City/State ZIP <i>Longmont, CO 80520</i>	<i>Phone (209) 634-4162</i> <i>Fax (209) 633-2516</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>At the Oil</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>If YES list DBE #:</i>
Name <i>Dayside</i> Address <i>P.O. Box 203</i> City/State ZIP <i>Longmont, CO 80501</i>	<i>Phone (720) 765-2877</i> <i>Fax (720) 765-2773</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>If YES list DBE #:</i>
Name <i>Submerged Oakfield</i> Address <i>501 E Walnut Ave</i> City/State ZIP <i>Wellerston, CO 80283</i>	<i>Phone (714) 843-5192</i> <i>Fax (714) 843-5194</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Crack Seal</i>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>If YES list DBE #:</i> <i>If YES list DBE #:</i>

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency List Only (Certified DBE #)
Name <i>Columbia Electric</i>	Address <i>900 Davis St</i>	Phone <i>(510) 430-9315</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Electrical</i>	YES NO <i>If YES list DBE #</i>
City, State ZIP				Age of Firm (Yrs.)	
Name <i>Phone</i>	Address <i>Fax</i>	Phone <i>Fax</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES NO <i>If YES list DBE #</i>	Age of Firm (Yrs.)
City, State ZIP				Age of Firm (Yrs.)	
Name <i>Phone</i>	Address <i>Fax</i>	Phone <i>Fax</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES NO <i>If YES list DBE #</i>	Age of Firm (Yrs.)
City, State ZIP				Age of Firm (Yrs.)	
Name <i>Phone</i>	Address <i>Fax</i>	Phone <i>Fax</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<input type="checkbox"/> YES NO <i>If YES list DBE #</i>	Age of Firm (Yrs.)
City, State ZIP				Age of Firm (Yrs.)	

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency (Certified DBE #)
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address		Fax			
City State ZIP					
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address		Fax			
City State ZIP					
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address		Fax			
City State ZIP					
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address		Fax			
City State ZIP					

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 21.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Assistance (Certified) DBE #
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address	Fax			Age of Firm (Yrs.)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		YES NO If YES list DBE #
Address	Fax			Age of Firm (Yrs.)
City State ZIP				

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency/ (Certified DBE #)
<i>Name: Raywick</i> <i>Address: PO Box 703</i> <i>City, State ZIP: 70453</i>	<i>Phone: (317) 705-2871</i> <i>Fax:</i>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	YES NO <i>If YES list DBE #:</i>
<i>Name: Verus</i> <i>Address: 2423 Fair Oaks Blvd 150</i> <i>City, State ZIP: Indianapolis, IN 46225</i>	<i>Phone: (317) 363-5030</i> <i>Fax:</i>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Supply</i>	YES NO <i>If YES list DBE #:</i>
<i>Name: Wink</i> <i>Address: 5620 Mayfield</i> <i>City, State ZIP: Indianapolis, IN 46227</i>	<i>Phone: (317) 363-8000</i> <i>Fax:</i>	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Grounding</i>	YES NO <i>If YES list DBE #:</i>
<i>Name: Wata's Tree Care</i> <i>Address: 1330 Viale Ave.</i> <i>City, State ZIP: Indianapolis, IN 46255</i>		<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Clamping & Anchoring</i>	YES NO <i>If YES list DBE #:</i>

Distribution: 1) Original – Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Small Business Certified If YES list DBE #
<i>Wynsp Company</i> Address 105 E. Banner Rd City/State ZIP Woodland, CA 95776	Phone (530) Fax (530) #6-2220	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	YES NO <i>If YES list DBE #:</i>
<i>Global Environmental Network</i> Address Box 5008 City/State ZIP Mountain Valley, CA 92368	Phone (714) Fax (714) #79-1199	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	YES NO <i>If YES list DBE #:</i>
<i>Trade Central Specialists</i> Address 3450 3rd St. Suite 30 City/State ZIP San Francisco, CA 94124	Phone (415) #66-1100	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	YES NO <i>If YES list DBE #:</i>
<i>Hamison Concrete Cutting</i> Address 33522 CR 27 City/State ZIP Woodland, CA 95695	Phone (530) Fax (530) #66-0380	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>demo concrete</i>	YES NO <i>If YES list DBE #:</i>

Distribution: 1) Original - Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE) - PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Assistance (Q) Certified DBE #	
				If YES list DBE #	Age of Firm (Yrs.)
<i>Archfield Northwest Oil</i> Address 3310 E. Minor Ave City, State ZIP Seattle, WA 98106	Phone (209) Fax (209)	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>oil</i>	YES NO	
<i>Ballard Crackfill Sealant</i> Address 202 E. Walnut Ave City, State ZIP Tukerton, CA 95201	Phone (714) Fax (714)	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Crack Seal</i>	YES NO	
<i>BBB Water</i> Address 1324 Lemon St City, State ZIP Vallejo, CA 94590	Phone (707) Fax (707)	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Concrete</i>	YES NO	
<i>Netto Construction</i> Address 20 Box 99376 Emeryville, CA 94662	Phone (510) Fax (510)	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Concrete - asphalt</i> <i>Utilities</i>	YES NO	

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and Non-DBE) - PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Age of Firm (Yrs.)
<i>Name</i> Summer Specialist <i>Address</i> 6995 Elk Grove Blvd <i>City/State ZIP</i> Elk Grove, CA	<i>Phone (916)</i> 230-0330 <i>Fax (916)</i> 205-4180	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> \$1 - \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>MMPP</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Name</i> DE Maher <i>Address</i> 2955 Bass Dr. <i>City/State ZIP</i> Yucca Valley, CA	<i>Phone (760)</i> 692-3907 <i>Fax (760)</i> 692-0326	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>concrete</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Name</i> Contractors Chemical <i>Address</i> 3130 West 2d <i>City/State ZIP</i> Lawndale, CA	<i>Phone (703)</i> 783-5631 <i>Fax (510)</i> 783-3446	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Crack Seal</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>
<i>Name</i> Mike Brown Electric <i>Address</i> 5044 Mercantile Dr. <i>City/State ZIP</i> Clovis, CA	<i>Phone (559)</i> 732-8100 <i>Fax (559)</i> 732-8100	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Electrical</i>	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If YES list DBE #:</i>

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Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	YES NO <i>If YES list DBE #</i>	Age of Firm (Yrs.)
<i>Name</i> Spring Graphics <i>Address</i> 101 Narm St <i>City State ZIP</i> Colgate, NC 28731	<i>Phone</i> (707) 73-4425 <i>Fax</i> (707) 73-9110	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	YES NO <i>If YES list DBE #</i>	<i>Age of Firm (Yrs.)</i>
<i>Name</i> St. Francis Electric <i>Address</i> 975 Garden St <i>City State ZIP</i> Smyrna, GA	<i>Phone</i> (514) 439-0639 <i>Fax</i> --	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Electrical</i>	YES NO <i>If YES list DBE #</i>	<i>Age of Firm (Yrs.)</i>
<i>Name</i> Traffic Lamps Inst. Sealing <i>Address</i> 911 S. Yamato St. <i>City State ZIP</i> Melheim, GA 31201	<i>Phone</i> (714) 520-4026 <i>Fax</i> (714) 520-4027	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Crash Sealing</i>	YES NO <i>If YES list DBE #</i>	<i>Age of Firm (Yrs.)</i>
<i>Name</i> Central Shipping Service <i>Address</i> 3189 Hwy 90 Dr. <i>City State ZIP</i> Coltsville, NC 28721	<i>Phone</i> (914) 635-5175 <i>Fax</i> (914) 631-9427	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input checked="" type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Shipping</i>	YES NO <i>If YES list DBE #</i>	<i>Age of Firm (Yrs.)</i>

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Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Age of Firm (Yrs.)
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	YES NO <i>If YES list DBE #</i>	
Address		Fax			
City, State ZIP					
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	YES NO <i>If YES list DBE #</i>	
Address		Fax			
City, State ZIP					
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	YES NO <i>If YES list DBE #</i>	
Address		Fax			
City, State ZIP					
Name		Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	YES NO <i>If YES list DBE #</i>	
Address		Fax			
City, State ZIP					

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